Postal Regulatory Commission Submitted 10/20/2021 2:35:58 PM Filing ID: 120054 Accepted 10/20/2021

BEFORE THE POSTAL REGULATORY COMMISSION WASHINGTON, D.C. 20268–0001

COMPETITIVE PRODUCT PRICES
PRIORITY MAIL, PARCEL SELECT, & FIRST-CLASS
PACKAGE SERVICE
PRIORITY MAIL, PARCEL SELECT, & FIRST-CLASS
PACKAGE SERVICE CONTRACT 1

Docket No. MC2022-11

COMPETITIVE PRODUCT PRICES
PRIORITY MAIL, PARCEL SELECT, & FIRST-CLASS
PACKAGE SERVICE CONTRACT 1 (MC2022–11)
NEGOTIATED SERVICE AGREEMENT

Docket No. CP2022-12

NOTICE OF THE UNITED STATES POSTAL SERVICE OF FILING ERRATA TO REQUEST, INCLUDING MATERIAL UNDER SEAL (October 20, 2021)

The United States Postal Service hereby provides notice of filing a revised contract under seal, as well as a revised Attachment B to its request, both of which were originally filed in this docket on October 18, 2021. The revised contract constitutes a more current version of the contract, and is being filed under seal today; whereas the original filing inadvertently included an older signed version of the contract. The Postal Service is also filing a revised Attachment B, which contains the redacted shipping services contract. The corrected Attachment B is attached to this pleading. The financial workpapers originally filed on October 18, 2021, remain applicable to the revised contract being filed today. No other changes to the Postal Service's request have been made.

Respectfully submitted,

UNITED STATES POSTAL SERVICE

By its attorney:

Sean C. Robinson

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ATTACHMENT B TO REQUEST REDACTED SHIPPING SERVICES CONTRACT (Corrected version filed October 20, 2021)

SHIPPING SERVICES CONTRACT BETWEEN THE UNITED STATES POSTAL SERVICE

AND

REGARDING
PRIORITY MAIL,
PARCEL SELECT
AND
FIRST-CLASS PACKAGE SERVICE

This Shipping Services Contract (as it may be amended, restated, supplemented or otherwise modified from time to time, and together with all attachments hereto, "SSC" or "Contract") is made by and between the laws of with its principal office at ("Customer"), and the United States Postal Service, an independent establishment of the Executive Branch of the United States Government established by the Postal Reorganization Act, Public Law 91-375, with its principal office at 475 L'Enfant Plaza SW, Washington, DC 20260 ("the Postal Service"). The Postal Service and Customer are referred to herein collectively as the "Parties" and each as a "Party".

WHEREAS, it is the intention of the Parties to enter into a Contract that will benefit the Postal Service, the postal system as a whole, and Customer, and that will comply with the requirements of Title 39 United States Code, as amended by the Postal Accountability and Enhancement Act of 2006.

NOW, THEREFORE, the Parties agree as follows:

I. Terms

The following terms apply as of the effective date, as defined below:

- A. Except to the extent different terms or prices are specified in this Contract, applicable provisions of the Domestic Mail Manual (as may be regularly updated by the Postal Service and posted at http://pe.usps.com/text/dmm300/dmm300_landing.htm) and of other postal laws and standards, including USPS Publication 52 *Hazardous*, *Restricted, and Perishable Mail*, apply to mail tendered under this Contract.
- B. This Contract applies to Customer's inbound and outbound packages (collectively "Contract Packages"), excluding packages originating from and/or addressed to ZIP Codes contained in Table A below, as follows:

1.	Priority Mail weight-based packages that do	o not exceed
		•

	2.	Priority Mail cubic packages that do not exceed
	3.	Priority Mail Flat Rate Envelopes
	4.	Priority Mail Flat Rate Boxes
	5.	Parcel Select Ground weight-based packages that do not exceed
	6.	; and First-Class Package Service - Commercial packages that do not exceed
C.	Pa	y Methods, Qualifying Volume and Data Requirements.
	1.	Customer will manifest Contract Packages as specified by the Postal Service, using a separate permit number and/or PC Postage meter numbers to ship such packages, and will use the Electronic Verification System ("eVS"), successor eVS, other USPS approved manifest systems or USPS approved PC Postage vendors for payment of such packages. Approved meters or permits must be registered to the Customer, with the Customer's name and address information. If a shipper, who is using Customer's has a direct Shipping Services Contract with the Postal Service, Customer is prohibited from knowingly using its own payment accounts for shipment of packages. Customer also agrees to not prohibit shippers that use Customer's from using shipper's own Shipping Services Contract payment accounts and the prices afforded to them in their Shipping Services Contract. No permit, account or payment method may be used for Contract Packages unless such permit, account or payment method has been approved by the Postal Service. Contract pricing for any newly approved permits, payment methods, and/or PC Postage accounts will be effective within fifteen (15) business days after the Parties mutually agree to add such permit, pay method, and/or PC Postage accounts.
	2.	Additional data requirements and pricing restrictions that apply to Contract Packages are as follows:
		 a. The Parties have agreed to a list of Customer Contract Packages must originate or be returned. b. Customer shall provide the Postal Service an updated list of its and addresses at all times.

- c. Each Customer shall be identified with a unique Mailer ID in shipping data along with Customer's name and physical shipping origin address.
- d. Providing pricing below prevailing Priority Mail Commercial Plus prices for Priority Mail Contract Packages is strictly prohibited unless authorized under the terms in the Appendix to this Contract.
- e. Providing pricing below published Parcel Select Ground Commercial prices for Parcel Select Contract Packages is strictly prohibited unless authorized under the terms in the Appendix to this Contract.
- f. Providing pricing below published First-Class Package Service Commercial prices is strictly prohibited.
- 3. The requirements set forth in Sections I.C.2.d, I.C.2.e, and I.C.2.f must be met at all times. Should Customer fail to do so, the Postal Service may move Customer to prevailing Priority Mail Commercial Plus, Parcel Select Commercial and published First-Class Package Service – Commercial prices five (5) calendar days from notification. Additionally, if Customer or its clients are repeatedly found shipping Contract Packages at Contract Prices from locations it has not previously communicated to the Postal Service in writing as of the date of shipment, such packages may be reassessed by the Postal Service at prevailing Priority Mail Commercial Plus, Parcel Select Commercial and published First-Class – Commercial prices and Customer must pay the additional postage due within thirty (30) calendar days of notification. The Postal Service also reserves the right to move Customer to prevailing Priority Mail Commercial Plus, Parcel Select Commercial and published First Class – Commercial prices as a result of repeated occurrences of Customer shipping Contract Packages from ZIP Codes not previously communicated to the Postal Service in writing. The Postal Service also reserves the right to reassess Contract Packages at prevailing published prices after repeated occurrences of Customer failing to provide valid, unique MIDs, Customer's name and shipping address in shipping data for each shipping location.
- 4. Valid Volumes for tier calculations. Only Priority Mail and Parcel Select Ground Contract Packages, plus Customer's other Priority Mail and Parcel Select Ground packages ("Total PM & PSG Packages"), shipped from authorized permits and from the specific shipping locations agreed to by the Parties shall count towards the volume commitment expressed in Section I.E.3 and Table C below.
- D. The Postal Service will provide Customer with standard Priority Mail Flat Rate and standard Priority Mail packaging only.
- E. The terms and prices contained herein will take effect on the Effective Date as defined in Section III. Calendar and Contract Quarters are defined as:
 - 1. Calendar Quarters. "Calendar Quarter(s)" or "Quarter(s)", refer to the periods as follow in Table B.

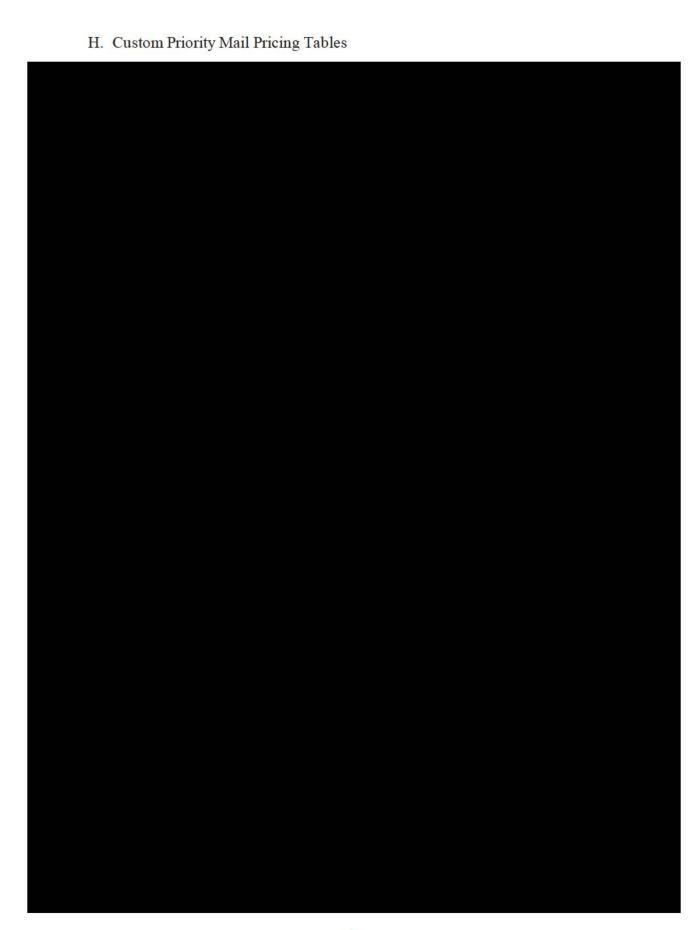
Table B

Calendar Quarters	
Start of Period	End of Period
January 1st	March 31st
April 1st	June 30 th
July 1st	September 30th
October 1st	December 31st

- Contract Quarters. Contract Quarters will be the periods consisting of the Calendar Quarters shown in Table B, with Contract Quarter 1 being set as the Calendar Quarter in effect, as of the Effective Date of the Contract.
- Tier threshold. As outlined in Table C below, the following quarterly average volumes must be met in order to achieve the applicable Priority Mail and Parcel Select discounts in Section I.H.



- F. From the Effective Date of the Contract until the end of the first full Contract Quarter Customer will receive Tier 2 discounts for its Priority Mail and Parcel Select Ground Contract Packages, pursuant to Tables 2 and 7 below. Subsequent tier discounts will be determined by the quarterly average of Total PM & PSG Packages shipped during the term of this Contract. If the quarterly average of Total PM & PSG Packages shipped falls below the minimum volume set for Tier 1 discounts, the Postal Service in its sole discretion has the right to revert Customer to the most current Priority Mail Commercial Plus and Parcel Select Ground published prices for the subsequent Contract Quarter.
- G. Customized pricing for this Contract will be based on a rolling four (4) Quarter average. The average will be based on the number of Total PM & PSG Packages shipped divided by the number of full Contract Quarters achieved. At the conclusion of the first four (4) full Contract Quarters, pricing for subsequent quarters will be calculated by the number of Total PM & PSG Packages shipped in the previous four (4) Contract Quarters divided by four (4). The Postal Service will calculate the number of Total Packages and the number of applicable Contract Quarters to calculate and apply the appropriate rate table within thirty (30) calendar days of the conclusion of that Contract Quarter.











- - I. First-Class Package Service Contract Package Pricing
 - 1. From the Effective Date of the Contract, through the end of the first full Contract Quarter, Customer shall receive a discount off prevailing published First-Class Package Service Commercial prices for its First-Class Package Service Contract Packages.
 - 2. In subsequent Contract Quarters, First-Class Package Service Contract Package discounts, pursuant to Table D below, will be determined by the ratio ("FCPS %") of Total First-Class Package Service Commercial Contract Packages, and Customer's other First-Class Package Service packages ("Total FCPS Packages") to Total Packages¹, shipped during the previous full Contract Quarter. The FCPS % will be calculated within thirty (30) days of the conclusion of a Contract Quarter to determine and apply the applicable percentage discount off prevailing First-Class Package Service Commercial prices in the subsequent Contract Quarter pursuant to Table D below.



- J. Price Adjustments. Throughout the term of this Contract, and any extension period following the Contract term, Customer will pay prevailing Priority Mail Commercial Plus prices, less the discounts shown in Tables 1 through 5 above, for Priority Mail Contract Packages, prevailing Parcel Select Ground prices, less the discounts shown in Tables 6 through 10 above, for Parcel Select Ground Contract Packages, and prevailing First-Class Package Service Commercial prices, less the applicable discounts shown in Table D above, for First-Class Package Service Contract Packages, rounded up to the nearest whole cent.
- K. Surcharges, Additional Fees and Time-Limited Price Changes. To the extent the Postal Service promulgates a surcharge, additional fee, or time-limited price change, applicable to the products defined and referenced in Term I.B, during the term of this Contract, such surcharge, fee, or time-limited price change will be applied to the then applicable prices for those products under this Contract, subject to the same terms as

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¹ Total Packages are equal to the sum of Total PM & PSG Packages and Total FCPS Packages shipped in a Contract Quarter.

such surcharge or fee is applied to the prices of general applicability for those products, respectively, as calculated by the Postal Service. The Postal Service reserves the right to forego an increase pursuant to this section, or increase by a lesser amount (but no less than zero), at its sole discretion.

- L. Quarterly Business Reviews. The Parties shall, within thirty (30) calendar days after the conclusion of each full Contract Quarter in each Contract Year, jointly conduct a business review of Customer's Contract Packages, the agreed-upon locations referred to in Section I.C, and other performance expectations under this Contract either in person, by telecom, or by webinar. If either Party is unable to conduct a business review within thirty (30) calendar days after the conclusion of the above referenced Contract Quarters, it shall notify the other Party in writing (i.e. email or mail) of that fact and propose a date as soon as practicable thereafter. The Postal Service will notify Customer, within thirty (30) calendar days after the start of each full Contract Quarter, of the applicable tiered discounts for any Contract Packages shipped during that Contract Quarter. The calculated rate for the new Contract Quarter will become effective within thirty (30) calendar days from the start of the new Contract Quarter.
- M. Record Keeping and Audit. Customer shall respond to the Postal Service's or its designated auditor's quarterly and/or yearly transaction confirmations related to Postal Service transactions; and such other assistance as required by the Postal Service or its designated auditors in connection with Customer's performance under this Contract.

II. Marketplace Requirements

The Parties (1) acknowledge and agree that the Appendix to Shipping Services Contract attached hereto is hereby incorporated into and made a part of this Contract by this reference; and (2) agree to comply with the terms set forth therein as if fully set forth herein.

III. Regulatory Review and Effective Date

This Contract is subject to approval by Postal Service senior management and/or the Governors of the Postal Service, as well as by the Postal Regulatory Commission ("the Commission"). In accordance with Title 39 and the Commission's Rules of Practice and Procedure, and upon approval of the Postal Service Governors, the Postal Service will make required filings with the Commission. The effective date of this Contract shall be three (3) business days following the day on which the Commission issues all necessary regulatory approval. For the purposes of this SSC, business days are defined as Monday through Friday, excluding federal holidays and days on which the Postal Service Headquarters is administratively closed.

IV. Expiration Date, Term and Termination

Unless the effective date of this Contract occurs between December 1st and March 31st, this Contract shall expire three (3) years from the effective date, unless (1) terminated by either

Party with thirty (30) calendar days' notice to the other Party in writing; (2) renewed by mutual agreement in writing and subsequent approval by the Commission; (3) superseded by a subsequent contract between the Parties; (4) ordered by the Commission or a court; or (5) required to comply with subsequently enacted legislation.

If the effective date of this Contract occurs between December 1st and March 31st, the Contract will expire on March 31st following the third anniversary of the Contract's effective date, unless (1) terminated by either Party with thirty (30) calendar days' notice to the other Party in writing; (2) renewed by mutual agreement in writing and subsequent approval by the Commission; (3) superseded by a subsequent contract between the Parties; (4) ordered by the Commission or a court; or (5) required to comply with subsequently enacted legislation.

If, at the conclusion of this Contract term, both Parties agree that preparation of a successor SSC is active, the SSC will be extended for up to two (2) ninety (90) calendar day periods with official notification to the Commission at least seven (7) calendar days prior to Contract's expiration date.

V. Appeals

Customer may appeal a Postal Service decision regarding the calculation of prices, the amount of postage paid, or other implementation or operational issues under this Contract by submitting a written appeal via email, along with any and all supporting documentation, within thirty (30) calendar days of receipt of notification of the determination giving rise to the appeal to:

The appeal is forwarded to the Pricing and Classification Service Center (PCSC). The PCSC manager issues the final agency decision. Any decision that is not appealed as prescribed becomes the final agency decision.

VI. Confidentiality

Customer acknowledges that as part of securing approval of this Contract, the Contract and supporting documentation will be filed with the Postal Regulatory Commission in a docketed proceeding. The Postal Service shall request from the Commission non-public treatment of information that the Postal Service deems to be eligible for protection from public disclosure when it files such material with the Commission, including Customer's identity, the terms of this Contract, and supporting data relating to postal costs, prices, and Customer's shipping profile. The Postal Service will redact such information from its public filing. Customer authorizes the Postal Service to determine the scope of information that must be made publicly available in the Commission's docketed proceeding. Customer further understands that any unredacted portion of this Contract or supporting information will be available on the Commission's public website, www.prc.gov. At the request of Customer, the Postal Service will notify Customer of the docket number of the Commission proceeding once assigned. Customer has the right, in accordance with the Commission's rules, to address its confidentiality concerns directly with the Commission. Customer agrees to treat as confidential and not disclose to third parties absent express written consent by the Postal Service any information related to this Contract that is determined by the Commission to be non-public.

VII. Amendments

This Contract shall not be amended except expressly, in writing, by authorized representatives of the Parties.

VIII. Assignment

Neither Party may, or shall have the power to, assign its rights under the Contract or, delegate its obligations hereunder, without the prior written consent of the other; such consent is not to be unreasonably withheld. In addition, in the event that Customer is merged with or into or acquires another entity, pricing under this Contract following such merger or acquisition shall apply only to mail sent by the entity existing prior to the merger or acquisition. Following any such merger or acquisition, the Parties may negotiate in good faith to extend, modify, or enter into a new Contract applicable to the merged or acquired entity.

IX. Waiver

Any waiver by a Party shall not constitute a waiver for any future occurrence. No waiver shall be valid unless set forth in writing executed by the Party waiving such provision.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be duly executed as of the later date below:

	ED STATES POSTAL SEPTICE
Signed	by: Jacqueline Strako
	Name: Jacqueline Strako
Title:	Chief Commerce & Business Solutions Officer and Executive Vice President
Date:	10/15/2021

Appendix to Shipping Services Contract

The terms set forth in this Appendix are attached to and incorporated by reference into the Shipping Services Contract (as it may be amended, restated, supplemented or otherwise modified from time to time, and together with all attachments thereto, the "SSC" or "Contract"), by and between the United States Postal Service (the "Postal Service" or "USPS"), an independent establishment of the executive branch of the Government of the United States, with its principal office at 475 L'Enfant Plaza SW, Washington, DC 20260, and limited liability company, with its principal office at ("Customer"), regarding Priority Mail, Parcel Select and First-Class Package Service ("Product(s)"). Capitalized terms used but not otherwise defined in this Appendix have the meaning set forth in the Contract.

I. Marketplace Requirements



- D. In the event that the Customer is authorized to offer access to Product to one or more Third Parties under this Section I as part of the overall bundled logistics fulfillment services it provides to such Third Parties, for so long as Customer offers access to Product to any Third Party, Customer shall:
 - 1. Ensure that each Third Party approved hereunder is bound by and expressly agrees to comply with all requirements that the Customer is subject to under the Contract, and expressly agrees that the Third Party's access to Product may be terminated or suspended in accordance with the Contract terms. In addition, in the event that the Customer receives a written notice from the Postal Service indicating that any Third Party has breached any Contract term, the Customer shall terminate the Third Party's access to the Product effective as of the termination date set forth in said notice (the "Termination Date"), unless the Third Party, as applicable, cures such breach to the Postal Service's satisfaction prior to the Termination Date.

- 2. Upon request of the Postal Service (not more than four (4) times per Contract year), deliver complete and accurate transaction level data for all Third Party transactions within four (4) weeks of the date of the written request, which data shall be sufficient for the Postal Service to accurately compare postage amounts paid to the Postal Service by Customer with postage amounts paid to Customer by each Third Party and shall be in an electronic file format as specified by the Postal Service.
- 3. Upon request of the Postal Service, deliver to the Postal Service the Shipper Information and Payment Information listed below, as well as such other information that may be reasonably requested (not more than four (4) times per Contract year, except in cases of suspected fraud, short-paid postage or breach of any Contract term), within four (4) weeks of the date of the written request. Notwithstanding the foregoing, in the event that the Postal Service suspects that a Third Party has short-paid postage, committed fraud or breached any Contract term, Customer shall furnish the Shipper Information and Payment Information listed below, as well as such other information that may be reasonably requested, to the Postal Service immediately upon receipt of a written request from the Postal Service. The Customer shall ensure that any and all Shipper Information, Payment Information and other information furnished to the Postal Service hereunder shall be complete and accurate in all respects and in an electronic file format as specified by the Postal Service. As used herein, "Shipper" shall mean the Third Party for whom the package is being entered into the mailstream.

Shipper Information:

- Unique Shipper ID
- Shipper Legal Name(s) and DBAs at the Account Level
- Shipper Name at the Site Level
- Shipper Address, City, State, ZIP Code
- Legal Address Sufficient for Delivering Service of Process
- Email Address
- Contact Phone Number
- Trusted Address Verification

Payment Information:

- Legal Name of Shipper
- Product Code/Description at the Mail Category Code Level
- Payment Type
- Payment Date and Time
- Payment Amount
- Reported Package Characteristics, including but not limited to mailing date, weight, dimensions, and origin and destination ZIP Codes
- 4. In the event that any Third Party short-pays postage, fully support the Postal Service's efforts to recoup unpaid amounts, which may include, without

limitation, immediately suspending the Third Party's access to Product if requested by the Postal Service.



6. Provide the below-listed privacy notice to all Third Parties when the Customer is collecting Third Party information on behalf of the Postal Service to administer financial transactions for purchasing postage and to meet postage system reporting requirements. A Privacy Act Statement meets privacy notice requirements when the Customer asks individual Postal Service customers to provide information about themselves and that information will be maintained in a Privacy Act System of Records by the Postal Service. In addition, when collecting Third Party information for its own purposes, the Customer shall disclose to all Third Parties that such information is subject to the Customer's privacy policy.

Privacy Act Statement: Your information will be used to facilitate the purchase of U.S. Postal Service (USPS) postage and fulfill transactional reporting requirements for USPS postage systems. Collection is authorized by 39 U.S.C. 401, 403, and 404. Providing the information is voluntary, but if not provided, your transaction may not be processed. USPS does not disclose your information to third parties without your consent, except to facilitate the transaction, to act on your behalf or request, or as legally required. This includes the following limited circumstances: to a congressional office on your behalf; to financial entities regarding financial transaction issues; to a USPS auditor; to entities, including law enforcement, as required by law or in legal proceedings; and to contractors and other entities aiding us to fulfill the service (service providers). For more information regarding our privacy policies, visit www.usps.com/privacypolicy.

7. Deliver to the Postal Service, upon request, such other items and perform such other actions, as the Postal Service may reasonably determine are necessary in order to permit Customer to continue to offer Product to Third Parties, such as executing a trademark license.

II.



III. Representations, Warranties and Covenants

Customer hereby represents, warrants and covenants to the Postal Service as follows:

- A. The execution and delivery by Customer of the Contract and the performance by the Customer of its obligations under the Contract (1) are within the Customer's power and authority; (2) have been duly authorized; and (3) do not and will not contravene (i) any law or regulation binding on or affecting Customer, (ii) any contractual restriction binding on Customer, (iii) any order, judgment or decree of any court or other governmental or public body or authority, or subdivision thereof, binding on Customer, or (iv) the organizational documents of Customer; and
- B. The individual signing the Contract on behalf of Customer is a duly authorized officer of the Customer with the power and authority to enter into the Contract on behalf of Customer; and
- C. The Customer shall comply with all applicable federal, state and local laws, rules and regulations.

IV. Confidentiality; Public Disclosures

In addition to the confidentiality obligations set forth in the Contract, Customer hereby agrees to treat as confidential, and not disclose to third parties absent express written consent by the Postal Service, the Shipper Information, Payment Information, the prices offered to Third Parties, and the terms of this Appendix.

Customer hereby acknowledges and agrees that the form, substance, and timing of any press release or other public disclosure of matters related to the Contract or the relationship between Customer and the Postal Service prepared and/or to be disclosed by Customer shall be subject to the prior review and written approval of the Postal Service. The Postal Service shall endeavor to respond to the Customer with written comments or written approval within five (5) business days of receipt of the proposed disclosure, but failure to approve in writing within that time frame shall be deemed disapproval. This Section does not prohibit either Party from disclosing information that is required to be disclosed by law or that is requested by any federal,

state, or local governmental body in the proper exercise of its oversight or investigatory jurisdiction.

V. Sovereign Acts

The Postal Service and Customer acknowledge and agree that the Contract is subject to any legislation that might be enacted by the Congress of the United States or any orders or regulations that might be promulgated by any agency, branch, or independent establishment of the United States Government. Notwithstanding anything to the contrary set forth herein, the Postal Service and Customer further acknowledge and agree that the Contract in no way waives the Postal Service's authority to act in its sovereign capacity and to promulgate and amend from time to time regulations and policies and that, pursuant to the sovereign acts doctrine, the Postal Service shall not be held liable for any acts performed in its sovereign capacity, or for any acts performed by any branch, agency or independent establishment of the United States in their sovereign capacities that may directly or indirectly affect the terms of the Contract. In the event that either Party is required by legislation enacted by the Congress of the United States or any orders or regulations that might be promulgated by any branch, agency, regulatory body, or independent establishment of the United States Government to terminate, or otherwise as a result of such action is unable to perform its obligations under the Contract, either Party may give the other Party a notice of termination of the Contract, which termination shall be effective immediately or on the effective date of such requirement, whichever is later. The Parties agree that in the event that the Contract is terminated as set forth in the preceding two sentences, or in the event that either Party is enjoined from proceeding with the Contract by any court of competent jurisdiction, such Party shall not be subject to any liability by reason of such termination or injunction. To the extent that any applicable law, regulation or policy adopted after the Effective Date expressly supersedes the terms of this Appendix, such law, regulation or policy shall control.

VI. Notices

Any notice or other communication to be provided to a Party hereunder shall be in writing and shall be sent via certified mail (with return receipt requested) or by email to the individual and at the address listed below unless otherwise specified by the Party in writing. Notices shall be deemed given when received by the Party.





VII. Governing Law

THE CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH PRINCIPLES OF FEDERAL LAW.

VIII. Counterparts

The Contract may be executed in any number of counterparts, all of which taken together shall constitute one (1) single agreement between the Parties. A facsimile or other electronically or digitally transmitted copy of a signature on any counterpart shall be deemed to be an original signature. The Contract constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties.